

SMALL BUSINESS ACCELERATOR PROGRAM



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-263-9400 TTY Relay: 711

This Request for Proposal is being solicited through the King County Small Business Accelerator Program.

Submitting a Proposal: King County will consider as responsive *only* submittals received from King County Certified Small Contractors and Suppliers (SCS).

The purpose of the King County Small Business Accelerator is to provide access to contracting opportunities for Certified SCS firms to compete amongst other Certified SCS firms for the award of county contracts as prime contractors for technical services. The program is open to all firms that are certified as a Small Contractor or Supplier by King County's Business Development and Contract Compliance Office.

Certification as a King County Small Contractor or Supplier *must* be prior to the submittal due date for proposals.

SCS Certification Information: The eligibility criteria for certification as a King County SCS firm are based on the following financial criteria.

1. Business Size – is set at fifty percent (50%) of the Federal Small Business Administration small business size standards using the North American Industry Classification System (NAICS).
2. Owner(s) Personal Net Worth – each business owner (regardless of ownership percentage) must have a personal net worth of less than \$750,000 excluding primary residence equity and equity in applicant business.

SCS Application materials are available online at www.kingcounty.gov/bdcc.

REQUEST FOR PROPOSALS



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-263-9400 TTY Relay: 711

ADVERTISED DATE: APRIL 5, 2012

Request for Proposals Title: **Capital Project Management Manual Update & Digitized Document Management Assistance**

Requesting Dept./Div. **King County Department of Executive Services – Facilities Management Division**

RFP Number: **1108-12-CMB**

Due Date: **April 26, 2012, no later than 2:00 p.m.**

Buyer: **Cathy Betts, cathy.betts@kingcounty.gov, 206-263-9291**

Alternate Buyer: **Linda McKinly, linda.mckinly@kingcounty.gov, 206-263-9701**

Pre-Proposal Conference:

A conference to discuss questions related to this RFP shall be held at 11:00 a.m. on Wednesday, April 11, 2012, in Conference Room 328 on the 3rd Floor of the Chinook Building, 401 Fifth Avenue, Seattle, WA 98104.

King County Small Business Accelerator Program: Sealed Proposals are hereby solicited from King County Certified Small Contractors and Suppliers and will only be received by:
King County Procurement Services Section
Chinook Building, 3rd Floor
401 Fifth Avenue
Seattle, WA 98104
Office Hours: 8:00 a.m. – 5:00 p.m.
Monday - Friday

SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name

Address

City/State /Postal Code

Signature

Authorized Representative/Title (Print name and title)

Email

Phone

Fax

Prime Submitter SCS Certification number (**Required** – see Section II, Part 6 of this RFP)

Prime Submitter Scope of Work Percentage: _____%

Office Use Only: NUM 3 CD-ROM 2 CON_____FED No TERM 1 time

Upon request, this Request for Proposals will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities.

Sealed proposal submittals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 401 Fifth Avenue, 3rd Floor, Seattle, Washington, 98104 no later than 2:00 p.m. on the date noted above regarding the *Capital Project Management Manual Update & Digitized Document Management Assistance* for the *King County Department of Executive Services*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

Submittal: King County requires the Submitter to sign and return *this entire Request for Proposal (RFP) document*. The Submitter shall provide *one unbound original* and *three (3) copies* of the proposal response, data or attachments offered, for *four (4) items* total. The original in both cases shall be *noted* or *stamped* "Original". In addition, provide two (2) CD-ROM, with either *one (1) pdf version* of the submittal or, *one (1) Microsoft Word version* of the submittal (2000-2005 edition), or both.

Pre-Proposal Conference: A conference to discuss questions related to this RFP shall be held at 11:00 a.m. on Wednesday, April 11, 2012, in Conference Room 328, third floor of The Chinook Building, 401 Fifth Avenue, Seattle, WA 98104. See link for driving instructions.

<http://www.kingcounty.gov/procurement>, go to Contact Us menu and access Find Us web page.

Questions: Proposers will be required to submit any questions in writing prior to the close of business Monday, April 16, 2012 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Cathy M. Betts, Sr. Buyer cathy.betts@kingcounty.gov / *Secondary* – Linda McKinly, Buyer, linda.mckinly@kingcounty.gov . Questions may also be sent via email to the address above.

SECTION I - GENERAL INFORMATION

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted proposal and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so at the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Consultant. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County will not make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a submittal. Those materials will be available for review at King County Procurement.
- C. No other distribution of submittals will be made by the Submitters prior to any public disclosure regarding the RFP, the submittal or any subsequent awards without written approval by King County. For this RFP all submittals received by King County shall remain valid for ninety (90) days from the date of submittal. All submittals received in response to this RFP will be retained.
- D. Submittals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Submitter's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.

- E. King County reserves the right to reject any or all submittals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- G. King County is not liable for any cost incurred by the Submitter prior to issuing the contract.
- H. A contract may be negotiated with the Proposer whose submittal would be most advantageous to King County in the opinion of the King County Department of Executive Services all factors considered. King County reserves the right to reject any or all submittals submitted.
- I. It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price/prices will be negotiated. Negotiations may be undertaken with the Submitter who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be negotiated with the "first choice" Submitter; negotiations may be instituted with the second choice and subsequent Submitter until the project is canceled or an acceptable contract is executed.
- J. As applicable, King County bids and RFPs shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation. This RFP may also be used, as appropriate and allowed, by other governmental agencies and political sub-divisions within the State of Washington.

Should another public agency utilize this RFP and resulting contract, it may be subject to an Administrative Fee (Fee). The Fee (Fee) of 1% (.01), when used by political subdivisions outside of King County's Departments, Divisions, or Agencies. The Fee shall be based on total sales made to each governmental entity, less sales/use tax, freight and any credit(s), (if applicable), in accordance to contract terms and conditions. The Fee shall be paid by the contractor, payable and remitted to King County Procurement and Contract Services Section on July 31st and January 31st of each year and cover sales for the first and second half of the calendar year respectively. Fees submitted shall reference its respective contract number and include a sales report for the payment period showing the total sales to each governmental entity, excluding King County. The contractor shall not invoice the Fee to any contract user as an item on a sales invoice or by any other means.

- K. The contents of the submittal of the selected Submitter shall become contractual obligations if a contract ensues. Failure of the Submitter to accept these obligations may result in cancellation of their selection.
- L. A contract between the Consultant and King County shall include all documents mutually entered into specifically including the contract instrument, the original RFP as issued by King County, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 4.16.025 prohibits the acceptance of any submittal after the time and date specified on the Request for Proposals. There shall be no exceptions to this requirement.

- O. King County agencies' staffs are prohibited from speaking with potential Submitters about the project during the solicitation.

Please direct all questions to:

Cathy Betts, Sr. Buyer
(206) 263-9291

cathy.betts@kingcounty.gov

and

Linda McKinly, Buyer
(206) 263-9701

linda.mckinly@kingcounty.gov

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling the Procurement Receptionist at 206-263-9400 or TTY711.

- P. Protest Procedure - King County has a process in place for receiving protests based upon either submittals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-263-9400.
- Q. Electronic Commerce and Correspondence. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Submittal, and Requests for Proposals as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.kingcounty.gov/operations/procurement>. Current bidding opportunities and information are available by accessing the "**Solicitations**" tab in the left hand column.

King County Procurement Services features an **Online Vendor Registration (OVR)** program that permits vendors, consultants and contractors to register their business with the County. This OVR system allows interested parties to either directly register their firm by creating a unique User ID, or to visit the website as a guest. Information regarding bid documents will be available to all users; however, site visitors accessing the site as a guest will not be able to document their interest in a project or add their name to the document holder's list. They will receive no automatic notification of issued addenda. As such, the County encourages full registration in order to directly communicate with document holders regarding any issued addenda or other important information concerning the solicitation.

After submittals have been opened in public, the County will post a listing of the businesses submitting submittals, and any final award determination made.

Full information on vendor registration is available at the website.

If you are viewing a paper version of this RFP, you may download this document at <http://www.kingcounty.gov/operations/procurement>. Navigate to the "Solicitation" web page. There you can view the web pages either as a guest or by logging-in as a registered vendor. Search for 1108-12 to access documents specifically for this solicitation and follow the resulting link to navigate to the "Solicitation Details" web page.

- R. Unless otherwise requested, letters and other transmittals pertaining to this RFP will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this submittal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- S. Washington State Public Records Act (RCW 42.56) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- T. Submittals submitted under this RFP shall be considered public documents and with limited exceptions submittals that are recommended for contract award will be available for inspection and copying by the public. King County may request an electronic copy of your submittal response at a later time for this purpose. This copy may be requested in MS Word format, and delivered either by e-mail or directly delivered on CD.

If a Submitter considers any portion of his/her submittal to be protected under the law, the Submitter shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Submitter shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Submitter of the request and allow the Submitter ten (10) days to take whatever action it deems necessary to protect its interests. If the Submitter fails or neglects to take such action within said period, the County will release the portion of the Submittal deemed subject to disclosure. By submitting a Submittal, the Submitter assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- U. Submitters are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- V. During the solicitation process, King County strongly discourages the transmittal of Company information, brochures, and other promotional materials, other than address, contact and e-mail information, prior to the due date of submittals. Any pre-packaged material received by a potential Submitter prior to the receipt of submittals shall not be reviewed by the County.
- W. Bid Identification Label: Please see the Bid Identification Label on the last page of Section II.

SECTION 2 - PROJECT SPECIFICATIONS AND SCOPE OF WORK

PART 1 - SUMMARY

In 2010, the County Executive issued an Executive Order establishing the Capital Project Management Work Group (CPMWG) in response to a State Audit Report and recommendations for certain standardization for capital construction projects. Among the deliverables of the CPMWG was development of a standardized table of contents and standard elements to be included in all project management manuals (PMM). Each County Implementing Agency is responsible for developing of a project management manual that meets the standards established and addresses the requirements of the unique and individual capital programs implemented across the County.

This solicitation is seeking proposals from qualified and experienced professional consultants with Project Management skills for the purpose of revising and updating a capital project management manual for the Facilities Management Division (FMD). The Division has recently launched a WEB-based Project Management System, Unifier, hosted by Skire, Inc. The manual update will incorporate this component as well as the CPMWG requirements. Familiarity with project management best practices, and County capital policies and procedures as implemented in the FMD Capital Planning and Development (CPD) and Major Projects (MP) Sections are desired.

Note: FMD capital projects are delivered by two functional units. The CPD unit is responsible for a \$12,000,000 (approx) annual major maintenance and repair program consisting of individual projects with a budget range of \$40,000 - \$10,000,000. Delivery method is primarily the design-bid-build process; however force account in-house crafts and a Job Order Contract are also utilized. MP unit is responsible for projects in the multi-million dollar range and are for major new development.

The contract awarded under this Request for Proposals (RFP) will be managed and administered by the CPD Section. However, the contract is intended to be available for the use by the MP Section, as needed. The Consultant shall be responsible for providing the appropriate level of resources to meet all commitments.

A second element of this contract will be technical assistance to the Division for organizing, cataloging and systems design for electronically (digitally) managing and storing construction documents and construction "as-built" and other related drawings and specifications. Assistance may include archiving and establishing other project related file management systems.

PART 2 - GENERAL SCOPE OF WORK

The scope of work will include such elements as the following:

- Review and evaluate existing Project Management Procedures Manual, current practices, identify possible improvements, provide recommendations for incorporating the WEB-based project management software component and for integrating CPMWG requirements.
- Technical writing, editing, and delivery of revised Manual that is consistent with the standards established by the CPMWG. This task will include elements such as:
 - Obtaining and facilitating input and feedback from key staff as identified by the Division.
 - Consolidating and incorporating staff input to conform the CPMWG requirements and web-based functions into a Draft Manual for review by key staff as identified by the Division.
- Finalize the delivery of a Final Draft Manual for acceptance by the Division;
- Develop training materials and conducting the initial training for Division staff on how to use the Manual.

Project tasks include, but are not limited to:

Task 1 - Review Existing Policies and Procedures

Task 2 - Manual Development

Task 3 - Training Services

Task 4 - Organizational Assistance for digitizing Construction Drawings and Related Documents

TASK 1 - REVIEW EXISTING POLICIES AND PROCEDURES

The County will provide to the Consultant the existing Project Management Manual. The Consultant will review this manual to gain familiarity with the policies and procedures that consist of the King County Code (KCC), Executive Policies and Procedures (*referred to as CONs*), and the Divisional policies and procedures. County staff will be available to provide further input in regards to the current means and methods practiced, including web-based functions. The Consultant will review the CMPWG approved standard Table of Contents, listing of standard elements, requirements and recommended best practices. These standard elements will be integrated into the Manual table of contents.

The CPMWG listing of standard elements is shown in Table 1.1 – *CPMWG Standard Elements*.

Table 1.1 – CPMWG Standard Elements

Section	Title
1	Introduction
2	Planning Phase <ul style="list-style-type: none">• Charter• Team Roles and Responsibility Assignment Matrix• Initial Project Plan, Budget, Scope and Schedule Preparation
3	Preliminary Phase <ul style="list-style-type: none">• Design Consultant Notice to Proceed• Design Alternative Selection• Environmental Checklist• Green Building and Sustainable Development• 30% to 40% Design• Project Baseline• Phase Documentation
4	Final Design Phase <ul style="list-style-type: none">• 60% Design (Plans, Specifications, Estimate)• 90% Design (Plans, Specifications, Estimate)• Bid Documents• Other Long Lead Time Purchases• Construction Management Plan• Required Permits• Phase Documentation
5	Implementation Phase <ul style="list-style-type: none">• Implementation/ Construction Notice to Proceed• Change Orders

	<ul style="list-style-type: none"> • Substantial Completion Declaration • Notice of Final Acceptance • Implementation/ Construction Documentation • Operation and Maintenance (O&M) Procedures and Monitoring Requirements
6	Close-Out Phase <ul style="list-style-type: none"> • Contact Closure Procedures • Final Monitoring Report • Completed Administration and Accounting Closure Processes • Full Project Documentation/ Records
7	Acquisition Phase <i>(Less relevant to the manual for FMD, Real Estate Services Section within FMD has responsibility for this function)</i> <ul style="list-style-type: none"> • Land, Right of Way and Easement Acquisition Plan • Land, Right of Way and Easement Purchase/ Sales Agreements • Relocation Agreements, if required

The Consultant will coordinate a kick-off meeting and general meetings with County staff. The Consultant will provide and distribute meeting notes.

Potential Deliverables – Task 1:

1.1 Kick-Off Meeting

1.2 Meetings and Meeting Notes

1.3 Identification of Milestones and Schedule

TASK 2 - MANUAL DEVELOPMENT

The Consultant will write, edit, incorporate comments from staff, web-based functions and CPMWG requirements into the manual, revise the manual, and provide a complete, clear, concise Manual as approved by the Division. FMD will review the work in progress as Consultant completes each draft phase and provide input and direction as appropriate. The Consultant will create and issue a draft Manual that test the Manual's usability. The Consultant will coordinate feedback meetings to solicit comments from the County staff. The Consultant will address all comments and in consultation with County staff, incorporate the relevant ones into the draft and final Manuals.

The Consultant will produce a final Manual that is free of errors, is clear and concise, and is grammatically correct. The Consultant will provide the final Manual in the following formats: Two different electronic versions on a computer disk (CD), or Flash Drive, one version in a pdf format and the other one in MSWord format. The county will be responsible for any subsequent printing and related costs.

Note: The latest MS Word and Adobe Acrobat versions shall be used. Graphs, charts, pictures, and graphics can be in other software formats such as MS Excel, MS Project, etc.

The County will provide the Consultant with the most current Manual that incorporates the elements listed above. The Consultant will work from the existing material and incorporate the CPMWG requirements and web-based functions as a single stand alone document. **Production of the Manual is anticipated being due by the end of the 1th Quarter 2013.**

The Consultant will work with the County staff in formatting and placing the final Manual on the Facilities Management Division Intranet Web site.

Potential Deliverables – Task 2:

- 2.1 Draft Manual
- 2.2 Meetings and Meeting Notes
- 2.3 Final Manual (Electronic version on CD in a .pdf and MSWord format)
- 2.4 Formatting Manual for Web Site

TASK 3 - TRAINING SERVICES

The Consultant will develop training material and schedule and provide training services to County staff on how to use the Manual. The training services shall cover training on the usage of the Web site.

The Consultant will produce a Training Guide and train designated staff members to be Trainers. This guide would be similar to a Teacher's instruction book used for teaching the subject. The Training guide will be used by County staff to teach new staff members on how to use the Manual Web site.

Potential Deliverables – Task 3:

- 3.1 Manual Training (Web Site)
- 3.2 Training Guide
- 3.3 Training Services for Manual Trainers

TASK 4 – Organizational Assistance for Construction Drawings and Related Construction Documents

The Consultant will assess the current state of the storage and filing systems in place. Interview staff to ascertain their business needs for access and for sharing these materials with consultants to obtain maximum efficiency. Make recommendations for improving practices and methods for document storage, filing and retention. Based on direction from the county, develop internal practices and establish protocols to implement recommended improvements.

Potential Deliverables – Task 4:

- 4.1 Assessment of Current Conditions
- 4.2 Recommendations
- 4.3 Implementation Plan and Protocols

PART 3 – FEES AND EXPENSES

The anticipated fee and expenses for the services described in this Request for Proposal is not to exceed a total of \$150,000.00. King County reserves the right to amend the contract as appropriate. Monthly reports and invoices shall be sent to King County by the Consultant each month for the fees relating to the services performed in the preceding month.

PART 4 – PROPOSAL

The submittal process shall consist of the submission of one (1) original and three (3) copies of the following:

A. Letter of Interest

The Letter of Interest is *not subject to evaluation*. The Letter of Interest shall not exceed two (2) pages and shall contain the following information: General statement of Proposers interest in the

RFP, Project Team Members, availability of team members time to work on the project. Proposer's name, mailing address, contact person, email address, telephone and fax numbers; and a complete list of proposed sub-consultants (if applicable), with each firm's name, address, contact person, email address, telephone and fax numbers. The Letter of Interest can include graphics, a matrix, and charts.

B. Firm's Qualifications

Demonstrate knowledge and/or experience in the following areas:

1. Technical knowledge in the areas of: Project Management /Project Control/Design and Construction Management; Policies and Procedures for municipalities, and/or Contract Administration; Project Management Processes; Project Management Terminology;
2. Experience with document control methods, systems, organization, storage and retrieval using electronic media.
3. Specific examples of prior work (particularly with public agencies), performed in the past seven (7) years that demonstrate knowledge and experience; examples can be in the form of a narrative, tables, and/or charts. Provide reference contact information.
4. Shall not exceed three pages.

C. Key Personnel

Provide resumes of the Consultant's key team members. Resumes shall demonstrate the individual direct knowledge and experience in project management, technical writing, document management and training, respectively. Resumes shall not exceed two (2) pages.

D. Project Approach Narrative

The Project Approach Narrative shall include the following:

1. A strategic approach for development of the project management manual.
2. A description of the proposed method as to how the construction contract document organization and storage recommendations will be developed.
3. A proposed project schedule.
4. Shall not exceed three (3) pages.

E. Proposed Fee and Budget

Provide a fee proposal and budget for the scope of work.

F. References

Provide two references from which the Proposer has performed similar services, within the last seven (7) years, including the names and phone numbers. References are *not subject to evaluation*. These are in addition to those provided with the examples of prior work requested in B. 3.

PART 5 - EVALUATION CRITERIA

Proposals will be evaluated and ranked according to the following criteria:

- A. The County will evaluate the relevant experience, technical competence, and qualifications of the Consultant and sub-consultants (if applicable) in developing capital project management processes for public agencies. The evaluation will include the previous experience of the Consultant and its sub-consultants on projects similar in scope and complexity to the work of this

project. The evaluation will also consider the specific role and responsibility of each key team member proposed for this project, and their past experience and expertise in those areas for which they are being proposed.

- B. The County will evaluate prior work examples, and perform reference checks. Proposers are responsible for ensuring that submitted contact information is correct.
- C. The County will evaluate Project Approach Narrative:
 - 1. Ability of Proposer to revise and incorporate new requirements and deliver a comprehensive capital project management manual which reflects capital project needs and practices and includes a training component.
 - 2. Ability of Proposer to review, evaluate and recommend improvements to existing agency document management procedures, and to identify areas where new procedures and technology should be utilized by the agency.
- D. The County will evaluate the proposed fee and budget to determine if the proposal can accomplish the scope and has identified efficiencies to keep scope in line with budget.
- E. A total of 175 points (excluding a potential interview) has been assigned to the Evaluation Criteria. Evaluators will use the points to score each proposal.
- F. At the County's option, interviews may be conducted with the top-ranked proposers. Interviews, if conducted, will have a maximum of 100 points.
- G. Final award would then be based on the total points of the written Proposal and interview. Total maximum points for both the Proposal and interview would be 275 points.

CRITERIA	Maximum Points
A. Firms Qualifications – <i>Demonstrate knowledge and/or experience in the following areas: Capital, Project Management Processes, and Training.</i> Demonstrate knowledge and/or experience in document control, management and organization in an electronic/digital environment.	75
B. Key Personnel - <i>Resumes of the Consultant's key personnel shall demonstrate knowledge and experiences similar in scope and complexity to this Contract in project management practices, document management practices, and training, respectively.</i>	30
C. Project Approach Narrative – <i>Demonstrate expertise in the process of developing a Manual and project schedule similar in scope and complexity to this Contract. Demonstrate expertise in assessment of construction document management practices and to develop recommendations.</i>	50
D. Proposed Fee and budget – Budget demonstrates consultant understanding of all scope elements and identifies costs associated with all elements. Any proposed efficiencies will be given extra consideration.	20
Total Evaluation Points	175

PART 6 - KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM—SMALL BUSINESS ACCELERATOR

The purpose of the King County Contracting Opportunities Program and its Small Business Accelerator is by County policy a means to foster competition among King County Certified Small Contractors and Suppliers (SCS) for County contracts for the acquisition of technical services. The program is open to all firms that are certified as an SCS by King County's Business Development and Contract Compliance Office.

A "Small Contractor or Supplier" (SCS) means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in competing for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industry Classification System (NAICS), and each owner's personal net worth less than \$750K dollars.

A "Certified SCS Firm" means a business that has applied for participation in the King County Contracting Opportunities Program, and has been certified as an SCS by the King County Business Development and Contract Compliance (BDCC) office. Information about how to apply for SCS certification is available at the following website address: <http://www.kingcounty.gov/BDCC> or by contacting the Program office at 206-263-9731.

King County will only evaluate submittals from proposers that are certified as an SCS firm by the King County BDCC office prior to the submittal due date and time. To be eligible for the award of this contract, the prime submitter must meet the following two sub-criteria:

1. The prime submitter is a King County Certified SCS Firm and includes the SCS certification number on page two of this submittal.
2. The prime submitter includes the percentage of work that it will perform on page two of this document.

Prime submitters are instructed to record their SCS certification number and the scope of work percentage that their company will perform under this contract on page two of this document.

A Certified SCS Firm who is prime submitter must perform at least 51% of the percentage of the scope of work for consideration for the award of this contract. SCS participation shall be counted only for SCSs performing a commercially useful function according to custom and practice in the industry. A commercially useful function is defined as a specific scope of work for which the SCS has the management and technical expertise to perform using its own workforce and resources.

PART 7 - INSURANCE

The selected Consultants shall furnish, at a minimum, General Liability in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000 shall be provided.

Such policy/policies shall endorse King County, and its appointed and elected officials, officers, agents and employees as additional insureds.

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers.

PART 8 - REQUIRED FORMS

Unless otherwise noted, the following completed forms will be required from the selected contractor *prior to contract award*, but need not be included in their submittal. These forms are available at the following URL: <http://www.kingcounty.gov/operations/procurement/Forms/Consultants.aspx>

Complete and submit when requested.

Exhibit B to the Contract - Consultant Disclosure Form

Exhibit C to the Contract - Equal Benefits Compliance Worksheet and Form

PART 9 - SUBMITTAL CHECKLIST

- A. One (1) signed copy of entire RFP package. (Page 1-15 Only.)
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of proposal response marked "Original."
- D. Three (3) copies of proposal response.
- E. Two (2) CD-ROM, with either one (1) pdf version of the submittal or, one (1) Microsoft Word version of the submittals (2000-2005 edition), or both. (Please label your CD with company's name)
- F. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

URGENT – SEALED BID ENCLOSED
Do Not Delay – Deliver Immediately



King County

King County
Procurement and Contract Services Section
Chinook Building, 3rd FL
CNK-ES-0340
401 Fifth Avenue, Seattle, WA 98104

URGENT

URGENT

Bid No.: RFP 1108-12-CMB
**Bid Title: Capital Project Management Manual Update &
Digitized Document Management Assistance**
Due Date:
Vendor:

EXHIBIT A – SAMPLE CONTRACT

The following Sample Contract for Technical Services is provided to inform Submitters of the expected terms and conditions required by the County. This contract represents the contractual language approved by various representative agencies and departments within the County. Based on this approval, the County does not encourage deviations from the terms and conditions contained in the contract. Requests for changes or modifications could create delays in the contracting process with the selected contractor, and may result in the cancellation of negotiations with the top-ranked Submitter.

This contract is being provided for informational purposes only, and does not need to be returned to the County with the Request submittal.

Services Contract



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section

206-263-9400

TTY Relay: 711

THIS CONTRACT # _____ ("Contract") is entered into by **KING COUNTY**, Washington, (the "County"), and _____ (the "Contractor"), whose address is _____. The County is undertaking certain activities related to, _____ and, the County desires to engage the Contractor to provide Work in connection with such undertakings of the County,

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. **CONTRACT DOCUMENTS**

The Contractor shall provide all Work described in this Contract, which consists of the following documents and attached exhibits, each of which are made a part hereof by this reference in the following order of precedence:

- 1. Contract Amendment(s)
- 2. Contract, which consists of this page, the Terms and Conditions, and the following:
 - ☐ Scope of WorkExhibit A
 - ☐ Price Attachment.....Exhibit B
 - ☐ Consultant Disclosure Form (if applicable)..... Exhibit C
 - ☐ Certificate(s) of Insurance and Policy Endorsement Exhibit D
- 3. Request for Proposal (as modified by any addenda)
 - ☐ King County Request for Proposal: RFP 1108-12CMB.....Exhibit E
- 4. Contractor's Proposal
 - ☐ _____ ProposalExhibit F
- 5. Other Exhibits and attachments (if applicable)
 - ☐ Other Exhibits..... Exhibit G

II. **CONTRACT TERM**

This Contract shall be effective when countersigned by King County and shall expire on _____, unless extended or terminated earlier pursuant to the terms and conditions of this Contract.

III. CONTRACT AMOUNT

The County shall reimburse the Contractor upon Acceptance of the Work specified in this Contract and by subsequent work order in an amount not to exceed \$_____ per year, unless otherwise amended by the County.

COMPANY NAME**KING COUNTY**

Authorized Signature

Authorized Signature

Name and Title (Print or Type)

Name and Title (Print or Type)

Date

Date

Accepted: _____

Accepted: _____

Approved as to form only:

King County Prosecuting Attorney

PART A

TERMS AND CONDITIONS

SECTION 1 - DEFINITIONS

1.1 Definitions

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: A written determination by the County that the Contractor has completed the Work in accordance with the Contract.

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms and conditions or Scope of Work, signed by both parties, with or without notice to the sureties.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of Work under the Contract.

Day: Calendar day.

KCC: The King County Code.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Project Manager: The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration.

RCW: The Revised Code of Washington.

Scope of Work (SOW): An exhibit to the Contract consisting of a written description of the Work to be performed.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Work: Everything to be provided and done for the fulfillment of the Contract and shall include services, goods and supplies specified under this Contract, including Contract Amendments.

SECTION 2 - GENERAL PROVISIONS

2.1 Administration

The Contractor shall be responsible for performing the Work. The County is not a party to defining the division of Work between the Contractor and its Subcontractors, if any.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform the Work under this Contract.

2.2 Acceptance of Work

Upon completion of the Contract or a purchase order issued under the Contract, the Contractor shall give the County written "notice of completion" of Work. The County shall review the Work for Acceptance. In addition, the County may Accept Work by phase or milestone. In such case, the Contractor will give the County written "notice of completion" of Work related to a specific phase or milestone following the Contractor's completion of all such Work in accordance with the payment schedule and delivery requirements in the Contract.

2.3 Warranty

Contractor warrants that the Work shall in all material respects conform to the requirements of this Contract. Contractor further warrants that qualified professional personnel with in-depth knowledge shall perform the Work in a timely and professional manner, and that the Work shall conform to the standards generally observed in the industry for similar Work.

2.4 Payment Procedures; Prompt Payment of Subcontractors

For Work Accepted by the County the Contractor shall furnish invoices to King County Accounts Payable, M/S MLK-ES-0320, 401 Fifth Avenue, Seattle, WA 98104. All invoices shall include: purchase order and/or contract number, invoice date, number, and total. For each item invoiced, provide the complete description of the products, services, phases or milestones Accepted, hours worked and Contract hourly rates, or authorized fees.

The County will not be bound by prices contained in an invoice that are higher than those in Exhibit B, or if not used as part of this Contract, then the current price list for this Contract approved by the County. Within thirty (30) Days after receipt of an invoice, the County shall pay the Contractor for Accepted Work, upon acceptance of payment Contractor waives any claims for the Work covered by the invoice.

If the Contractor is registered with the State of Washington it shall add all applicable State sales or use taxes to each invoice and upon receipt of the payment promptly remit appropriate amounts to the State of Washington, or the County will make payment directly to the State.

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Subcontract within ten (10) Days from the receipt of each payment the Contractor receives from the County.

2.5 Pricing

Prices shall remain firm for the duration of the Contract. The Contractor may request a price change(s) in writing delivered to the county. The Contractor shall provide documentation satisfactory to the County in support of its request, such as changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s). The County reserves the right, in its sole discretion, to grant the request as submitted, engage the Contractor in a discussion about modifications to the request, or deny the request in its entirety. Any change in pricing granted by the County shall be affected through a Contract Amendment instituting the price adjustment and establishing an effective date.

2.6 Shipping Charges

All prices shall include freight FOB to the designated delivery point. The County shall reject requests for additional compensation for freight charges.

2.7 Contract Amendment

All changes to the Contract shall be made in writing through a Contract Amendment. No oral statement or other conduct by the County shall change or modify the Contract. The County may perform an analysis of cost, price or schedule to determine the reasonableness of the proposed change to the Contract.

2.8 Changed Requirements

New federal, state and county laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through Section 2.7, Contract Amendment.

2.9 Taxes, Licenses, and Certificate Requirements

If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing. The Contractor and Subcontractor(s) shall maintain and be liable for payment of all applicable taxes (except sales/use taxes), fees, licenses permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to provide the Work under this Contract.

2.10 Notices

Unless otherwise specified in the Contract, all notices or documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when received at the addresses first set forth below via certified or registered first class mail, return receipt requested, personal delivery or electronic mail. However, if any of the following occur: "notice to cure" a default, Contractor communication in connection with an alleged default, or notice of termination, such notice or communication shall only be delivered personally, or by certified or registered first class mail, return receipt requested.

KING COUNTY	CONTRACTOR
Project Manager -	
Seattle, WA	
206-	
xxxxxx@kingcounty.gov	

SECTION 3 - LEGAL RELATIONS; INDEMNITY AND INSURANCE

3.1 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, wages, benefits, or other compensation by or on behalf of the Contractor and its employees. The Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

3.2 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the Work provided by or on behalf of the Contractor. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such Work; and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. In the event that the County incurs any judgment, award and/or expense or cost, including attorney fees, arising from the provisions of this Section 3.2, or to enforce the provisions of this Section 3.2, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

The indemnification, hold harmless, protection and defense obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

Nothing contained within this Section 3.2 shall affect and/or alter the application of any other section contained within this Contract.

3.3 Insurance Requirements

Upon execution of this Contract, the Contractor, at its own cost, shall have procured and will maintain for the duration of this Contract, insurance as specified in the Minimum Scope and Limits of Insurance. The Contractor shall furnish the County with certificates of insurance and endorsements required by this Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

Each insurance policy shall be written on an "occurrence" form; except that professional liability, errors and omissions, will be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended

discovery period, if such extended coverage is available, for not less than three years from the date of completion of the Work which is the subject of this Contract.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

A. Minimum Scope and Limits of Insurance

The Contractor shall maintain limits no less than,

1. General Liability: \$ [] combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$ [] aggregate limit. CG 00 01 current edition, including Products and Completed Operations
2. Professional Liability, Errors and Omissions: \$ [] Per Claim and in the Aggregate
3. Automobile Liability: \$ [] combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1.
4. Workers' Compensation: Statutory requirements of the State of residency, and
5. Employers' Liability or "Stop Gap" coverage: \$ []

B. Other Insurance Provisions and Requirements

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

All Liability Policies except Workers Compensation and Professional Liability:

1. The County, its officers, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 11/85" or its equivalent is required. **The County requires this Endorsement to complete the Contract.**

All Policies:

1. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
2. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor
3. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after forty-five (45) Days prior written notice, has been given to the County.

4. Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with a Bests' rating of B+:VII. Any exception must be approved by the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

C. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor.

Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract not provided by the Contractor, shall be subject to all of the requirements stated herein.

D. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable federal, state and local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

SECTION 4 - CONFLICTS OF INTEREST AND NON-COMPETITIVE PRACTICES

4.1 Conflicts of Interest and Non-Competitive Practices

- A. Conflict of Interest - By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or officers hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict.
- B. Contingent Fees and Gratuities - By entering into this Contract to perform Work, the Contractor represents that:
 1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
 2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its officers, agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

3. Any Person having an existing contract with the County or seeking to obtain a contract who willfully attempts to secure preferential treatment in his or her dealings with the County by offering any valuable consideration, thing or promise, in any form to any County official or employee shall have his or her current contracts with the County canceled and shall not be able to bid on any other County contracts for a period of two (2) years.
- C. Disclosure of Current and Former County Employees - To avoid any actual or potential conflict of interest or unethical conduct:
1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one (1) year after leaving County employment if he/she participated in determining the Work to be done or processes to be followed while a County employee.
 2. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this Contract may result in termination of this Contract.
 3. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

SECTION 5 - RECORDS AND AUDITS

5.1 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor shall retain for six (6) years after the date of final payment under the Contract all financial information, data and records for all Work.

B. Audit Access

The Contractor shall provide access to its facilities, including those of any Subcontractors, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the Work provided under this Contract. The County shall give reasonable notice to the Contractor of the date on which the audit shall begin.

5.2 Audit Exception

The Contractor agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall survive the expiration or termination of this Contract.

5.3 Federal Funding Audit

If the Contractor expended a total of \$500,000.00 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted in accordance

with OMB Circular A-133 , which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Government Audit Standards and OMB Circular A-133, as amended and as applicable. Contractors expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or greater than \$500,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal awards to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year.

5.4 Public Records Requests

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. The County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

SECTION 6 - INTELLECTUAL PROPERTY

6.1 Patents, Copyrights and Rights in Subject Data

Any patentable result or materials suitable for copyright arising out of this Contract shall be owned and retained by the County. The County in its sole discretion shall determine whether it is in the public's interest to release or make available any patent or copyright.

The Contractor agrees that the ownership of any plans, drawing, designs, Scope of Work, computer programs, technical reports, operating manuals, calculations, notes and other work submitted or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data") shall be vested in the County.

All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the County, shall carry such notations on the front cover or a title page (or in such case of maps, in the name block), as may be requested by the County. The Contractor shall also place its endorsement on all Contractor-furnished Subject Data. All such identification details shall be subject to approval by the County prior to printing.

The Contractor shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

6.2 Nondisclosure of Data

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the prior express written approval of the County.

6.3 Non-Disclosure Obligation

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, drawings, schematics, manuals, data and other materials described as “Confidential”, “Proprietary” or “Business Secret”. The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County’s or the third party’s confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

SECTION 7 - NONDISCRIMINATION

7.1 Nondiscrimination and Equal Employment Opportunity

A. Nondiscrimination in Employment

During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

B. Equal Employment Opportunity Efforts

The Contractor will undertake, and require all Subcontractors to undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post, and to require Subcontractors to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, “equal employment opportunity efforts” shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

Ref: KCC 12.16.020.

C. Equal Benefits to Employees with Domestic Partners

Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When the contract is valued at \$25,000 or more, the Contractor shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19), and related administrative rules are incorporated herein by reference. They are also available online at:

http://www.kingcounty.gov/operations/procurement/Services/Equal_Benefits.aspx

D. Nondiscrimination in Subcontracting Practices.

During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

E. Compliance with Laws and Regulations.

The Contractor and all Subcontractors shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, Chapter 49.60 RCW, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. KCC chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this Contract. The Contractor and all Subcontractors shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

F. Small Contractors and Suppliers Policy.

Policy. It is King County policy that Certified Small Contractors and Suppliers (SCS) Firms have equitable opportunities to participate in the performance of goods and services contracts issued by King County, and that contractors and subcontractors shall afford equal opportunity in employment while providing supplies and services for and to King County.

Inquiries and Information Regarding King County Certified SCS Firms. Information about how to apply for SCS certification is available at: <http://www.kingcounty.gov/BDCC> or by contacting the Program office at 206-263-9731.

Definitions. The following definitions shall apply throughout this Section.

1. "Administrator" means the Director of Finance.
2. "Certified SCS Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SCS by the King County BDCC office.
3. "Small Contractor or Supplier" or "(SCS)" means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Contracting Opportunities Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and each owner's personal net worth less than \$750K dollars.

G. Required Submittals During Work.

The Contractor shall collect, enter, submit and update the submittals listed below for itself, its Subcontractors and any sub tier Subcontractors and suppliers to BDCC using the Contracts and Apprenticeship Report Tracking System (CARTS) online reporting website located at <http://www.kingcounty.gov/bdcc>. Report forms are available on the website. Assistance may be obtained by contacting BDCC staff at 206-263-9734.

1. Subcontractor List. The Contractor shall create and maintain a master list of all Subcontractors on this Contract; the Contractor shall continually maintain the Subcontractors and Suppliers List.
2. Contractor Payments. The Contractor shall enter and submit the amount received from the County for itself and the amounts paid by the Contractor to all Subcontractors, including Certified SCS firms. Entries shall be entered in CARTS on a monthly basis.
3. Final Affidavits of Amounts Paid. Upon completion of the Work and as a condition precedent to final payment, the Contractor shall upload a Final Affidavit of Amounts Paid electronically using CARTS. Identify amounts paid to each firm that performed Work on this Contract.

H. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA).

Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King county is obligated to under Title II of the ADA, and Section 504 and shall not deny participation of the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this Section 7.1.H shall be a material breach of, and grounds for the immediate termination of, this Contract.

The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16.

The Contractor shall not discriminate against persons with disabilities in providing the Work. In any subcontracts for the programs, activities and services under their Contract,

the Contractor shall include the requirement that the Subcontractor provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16; that the Subcontractor shall not discriminate against persons with disabilities in providing the Work under the Contract; and that the Subcontractor shall provide that the County is a third party beneficiary to that required provision.

- I. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of Contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by Contract and by applicable law.

SECTION 8 - CLAIMS AND APPEALS / DISPUTE RESOLUTION

8.1 Claims and Appeals

The Contractor shall address claims for additional time or compensation under the Contract in writing to the Buyer and Project Manager within ten (10) Days of the date in which the Contractor knows or should know of the basis for the claim. Claims shall be accompanied by supporting documentation and citation to applicable provisions in the Contract documents. The County reserves the right to request additional documentation necessary to adequately review the claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision issued jointly, but absent such written response, the claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager of the claim, or requested additional documentation, whichever is later.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall, within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager on claims for additional time or compensation shall be a condition precedent to litigation.

At all times, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this Section 8.1 as to any claim and appeal shall operate as a waiver and release of that claim and appeal and an acknowledgment of prejudice to the County.

8.2 Mediation and Arbitration

If a dispute arises out of or relates to this Contract, or the breach thereof, including any Contractor claim, that is not resolved through the required claims and appeal process set forth in Section 8.1, the parties may, upon mutual agreement, endeavor to settle the dispute in an amicable manner by mediation or other agreed form of alternative dispute resolution process prior to commencing litigation.

8.3 Applicable Law and Forum

This Contract shall be governed by and construed according to the laws of the State of Washington. Any claim or suit between the parties arising out of this Contract may only be filed and prosecuted in King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

SECTION 9 - TERMINATION

9.1 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

This Contract may be terminated by the County without cause, in whole or in part, upon providing the Contractor ten (10) Days' advance written notice of the termination. If the Contract is terminated pursuant to this Section 9.1.A, the County will be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination.

B. Termination for Default

If the Contractor does not perform the Work, or the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

1. A "notice to cure" shall be served on the Contractor by certified or registered first class mail in accordance with Section 2.10. The Contractor shall have ten (10) Days from the date of receipt to cure the default or provide the County with a detailed written plan for review and acceptance, which indicates the time and methods needed to bring the Work into compliance and cure the default.
2. If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract by serving a "notice of termination" in accordance with Section 2.10 setting forth the manner in which the Contractor is in default and the effective date of termination.
3. The Contractor shall only be paid for Work performed and Accepted less any damages to the County caused by or arising from such default. All termination payment requests are subject to an analysis of cost or price by the County to verify compliance with the Contract, applicable laws and regulations.
4. The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

1. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Contract or in any Contract Amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section 9.1.C: 1) the County shall be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination; and, 2) the Contractor shall be

released from any obligation under this Contract affected by the termination or a related purchase order to provide further Work pursuant to the Contract.

2. Notwithstanding any provision to the contrary, funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the Work described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year.

SECTION 10 - MISCELLANEOUS

10.1 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

10.2 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), section 6.1.3 is followed. If an assignment is approved, it shall be effective upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

10.3 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, and shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

10.4 Recycled Products Policy

Contractors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the Contract and shall, whenever practicable, use both sides of the paper.

Ref: KCC 10.16 & King County Executive Policy CON 7-1-2.

10.5 HIPAA – Protecting Patient Privacy

The Work under this Contract may require compliance with “The Health Insurance Portability and Accountability Act of 1996” (HIPAA). Information on this Act can be found at the U.S. Office of Civil Rights website: <http://www.hhs.gov/ocr/hipaa/>.

10.6 No Third Party Beneficiary

This Contract is for the sole and exclusive benefit of the County and the Contractor and shall not create a contractual relationship with, or cause of action in favor of, any third party.

10.7 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

10.8 Non-Waiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

END OF TERMS AND CONDITIONS